

### **REMARKS**

The Examiner's communication dated January 13, 2005 has been received and carefully considered. In conformance with the applicable statutory requirements, this paper constitutes a complete reply and/or a bona fide attempt to advance the application to allowance. Specifically, claims 1, 5, 11-12, 15 and 17 have been amended. Reexamination and/or reconsideration of the application as amended are respectfully requested.

### **Summary of the Office Action**

Claims 8, 9, 18 and 19 were indicated as containing allowable subject matter.

Claims 5, 6 and 11-14 stand rejected under 35 U.S.C. § 112, second paragraph.

Claim 17 stands rejected under 35 U.S.C. § 103(a) as being anticipated by Watson et al. (U.S. Patent No. 5,265,859).

Claims 1-4, 15, 16 and 20 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Watson et al. in view of Amano (U.S. Patent No. 6,120,018).

Claims 1, 15 and 16 also stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Amano in view of Westcott et al. (U.S. Patent No. 5,921,539).

Claim 7 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Watson et al. in view of Amano, and further in view of Westcott et al.

Claim 10 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Watson et al. in view of Amano, and further in view of Westcott et al. and Inoue et al. (U.S. Patent No. 6,173,951).

### **35 U.S.C. § 112**

Claims 5, 6 and 11 have been carefully amended to resolve the 35 U.S.C. § 112 rejections.

Claim 12 has been carefully amended to resolve the 35 U.S.C. § 112 rejection relating to an insufficient antecedent basis for a limitation in the claim.

The Examiner rejected claims 12 and claims 13 and 14 dependent therefrom under 35 U.S.C. § 112 because "it is unclear what is meant by the recited 'semi-engaged' position." (Office Action at page 2). Applicant respectfully asserts that the recitation of "semi-engaged" as used in claim 12 will be known and appreciated by those skilled in the art. Moreover, the recitation "semi-engaged" is fully supported

by the specification. In particular, according to one or more embodiments disclosed in the specification, a semi-engaged position is referenced in paragraph 13 in connection with FIGURE 8a, paragraph 16 in connection with FIGURE 9a and paragraph 21 in connection with FIGURE 10b. Further, the semi-engaged position is described and/or discussed in paragraphs 35, 38, 39 and 43. For example, paragraph 35 states:

[w]ith reference to FIGURE 8a, the pick module assembly 16 is shown in a partially or semi-engaged position wherein the first bearing 30 is shown received in the first recess 34 of the frame 14. As will be discussed in more detail below, with the pick module assembly 16 in the semi-engaged position, the bearing 30 has an adjustable or compressible diameter that allows the bearing 30 to be removed from and, if desirable, reinstalled into the bearing recess 34.

For at least these reasons, Applicant respectfully submits that the recitation of "semi-engaged" position is not unclear as asserted by the Examiner.

The Examiner further rejects claim 13 under 35 U.S.C. § 112 as having "insufficient structure recited" to understand how "the at least one flexible bearing has both an adjustable diameter and a constant diameter, depending on the position of the pick module assembly." (Office Action at page 2). Applicant again asserts that the recitation of claim 13 is more than sufficient for enabling one skilled in the art to practice the invention of claim 13. The at least one flexible bearing is claimed to have an adjustable diameter when the pick module assembly is in a semi-engaged position that allows the at least one flexible bearing to be removed from the at least one bearing recess and a constant diameter when the pick module assembly is in an operative position that at least one of prevents the at least one flexible bearing from being removed from the at least one bearing recess and substantially prevents movement of the pick module assembly along a second axis.

In the one or more embodiments of the specification, at least one flexible bearing is taught that has an adjustable diameter and a constant diameter as recited in claim 13. Accordingly, Applicant respectfully asserts that the 35 U.S.C. § 112, second paragraph rejection of claim 13 should be withdrawn.

**The Claims Distinguish Patentability  
Over the Reference(s) of Record**

Claim 1, as amended, calls for a pick module assembly including at least one flexible bearing removably received in at least one bearing recess of a frame removably connecting the pick module assembly to the frame. The Examiner asserts that Watson et al. discloses a pick module assembly including at least one flexible bearing removably received in the at least one bearing recess to removably connect the pick module assembly to the frame. (Office Action at page 4). Specifically, the Examiner asserts that Watson et al. discloses a pick module assembly 2 including at least one flexible bearing 35,38 removably received in at least one bearing recess 60 and/or 68 to removably connect the pick module assembly 2 to the frame 40. Applicant respectfully disagrees. (Id.).

In Watson et al., there is no disclosure of at least one flexible bearing being removably received in at least one bearing recess to removably connect a pick module assembly to a frame. Rather, cap 35 and spring 38 of roller assembly 2 are received in curved recess 60 and channel section 68. However, the cap 35 and spring 38 do not removably connect the roller assembly 2 to a frame. With reference to Column 4, line 10, Watson et al. states that the "end of a main drive shaft can extend into channel section 68 to engage within a recess formed on the end of a plastic cover 35 of the end of the drive shaft 8 (FIG. 2) thereby forming an operable coupling between the drive shaft 8 and the main drive shaft." There is no disclosure of the cap 35 or the spring 38 being removably received in curved recess 60 and/or channel section 68 and removably connecting the roller assembly 2 to a frame.

As indicated above, the Examiner further rejects claim 1 on the combination of Amano and Westcott et al. The Examiner concedes that Amano fails to show a pick module assembly removably connected to a frame, but asserts that Westcott et al. discloses a pick module assembly 14 removably connected to a frame 12 and including at least one flexible bearing 72 removably received in at least one bearing recess 34 to removably connect the pick module assembly 14 to the frame 12. Moreover, the Examiner asserts that it would have been obvious to one of ordinary skill to combine Amano with Westcott et al. Westcott et al. discloses a coupling gear 72 that merely sits in a recess or indent 34. There is no disclosure of the coupling gear 72 removably connecting a pick module assembly to a frame. Rather the coupling gear 72 just sits in the indent 34. While Applicant does not concede that

Amano and Westcott et al. are properly combinable, Applicant need not address the combination because it fails to disclose this limitation of claim 1.

Accordingly, for at least the reasons discussed in the preceding paragraphs, it is respectfully submitted that claim 1 and claims 2-16 dependent therefrom distinguish patentably over the references of record.

Applicant would like to highlight the limitation of claim 2 which calls for the at least one flexible bearing to have a variable first dimension along a first axis for allowing removal of the at least one flexible bearing from the at least one bearing recess when the first dimensioned is aligned with an opening width of the at least one bearing recess. The Examiner asserts that Watson discloses such an arrangement and cites the "snap fit of 35 with drive shaft set forth in Column 4, lines 10-15 and claim 2." Applicant asserts that cover 35 connects with the drive shaft, not with a frame as required by claim 2. Thus, the at least one flexible bearing purportedly disclosed in Watson et al. cannot be that claimed in claim 2 because the bearing does not connect a pick module assembly to a frame.

Claim 17 calls for a pair of flexible connecting members connected to a frame for selectively and removably connecting the frame to an associated sheet feeder frame. Further, as amended, claim 17 calls for the flexible connecting members to each be flexible along a first radial axis thereof and relatively inflexible along a second radial axis thereof. The Examiner asserts that Watson et al. discloses all of the limitations of original claim 17. Specifically, the Examiner asserts that a pair of flexible connecting members 32,34 are connected to a frame 18 for selectively and removably connecting the frame 18 to an associated sheet feeder frame 40. Moreover, the Examiner asserts that the pair of flexible connecting members 32,34 are each flexible along a first axis (such as shown in FIGURE 4) and relatively inflexible along a second axis (citing the thickness of 32 and 34). Applicant respectfully asserts that amended claim 17 is neither taught by nor fairly suggested by Watson et al. More particularly, claim 17 calls for the connecting members to be flexible along a first radial axis thereof and relatively inflexible along a second radial axis thereof. Applicant asserts that the thickness of members 32,34 is not a radial axis, particularly when the first axis is defined as a first radial axis. Accordingly, for at least this reason, it is respectfully submitted that claim 17 and claims 18-19 dependent therefrom distinguish patentably over the references of record.

Claim 20 calls for connecting members on one of the frame and the replaceable pick assembly. Claim 20 further calls for the connecting members to be flexible in a first direction allowing removal from recesses when the first direction is parallel to opening widths of the recesses. The Examiner asserts that Watson et al. discloses connecting members 32,34 that are flexible in a first direction allowing removal from recesses. Applicant respectfully disagrees. The members 32,34 of Watson et al. may be flexible, but not allowing removal from recesses. Rather, the members 32 and 34 are able to flexibly move apart for gripping (or ungripping) a member (not a recess).

Moreover, claim 20 calls for the connecting members to be rigid in a second direction approximately normal to the first direction and preventing removal from the recesses when the second direction is parallel to the opening widths of the recesses. This limitation appears to be ignored by the Examiner. The Examiner states that Watson et al. discloses connecting members that are rigid in a second direction, citing as an example the thickness of 32 and 34, approximately normal to the first direction preventing the removal from the recesses when the second direction is parallel to the opening widths of the recesses. Applicant is unclear how the second direction could be parallel to the opening widths of the recesses and, moreover, how, when parallel, the second direction being rigid would prevent removal from recesses.

Accordingly, for at least these reasons, Applicant respectfully asserts that claim 20 is patentably distinct over the references of record.

### **CONCLUSION**

For the reasons detailed above, it is submitted all claims in the application (Claims 1-20) are now in condition for allowance. The foregoing comments do not require unnecessary additional search or examination.

No additional fee is believed to be required for this Response. However, the undersigned attorney of record hereby authorizes the charging of any necessary fees, other than the issue fee, to Xerox Deposit Account No. 24-0037.

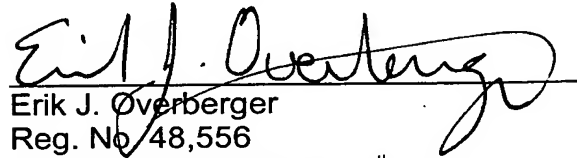
In the event the Examiner considers personal contact advantageous to the disposition of this case, he/she is hereby authorized to call Erik J. Overberger, at Telephone Number (216) 861-5582.

Respectfully submitted,

FAY, SHARPE, FAGAN,  
MINNICH & McKEE, LLP

March 18, 2005

Date

A handwritten signature in black ink, appearing to read "Erik J. Overberger", written over a horizontal line.

Erik J. Overberger

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